Supreme Court, U.S.
FILED

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OFFICE OF THE CLERK

No. _____

In The

Supreme Court of the United States

RICHARD WILLIAM TURNER,

Petitioner,

v.

WARNER BROS. STUDIOS, WRITERS GUILD OF AMERICA,

Respondents.

On Petition For Writ Of Certiorari To The United States Court Of Appeals For The Ninth Circuit

PETITION FOR WRIT OF CERTIORARI

RICHARD WILLIAM TURNER
Plaintiff In Pro Per
522 N. Flores St. #3
Los Angeles, CA 90048
(323) 658-6271

13PP

QUESTIONS PRESENTED

1) What are damages and awards related to an existant default that has gone unruled upon at the lower Court level?

2) Is question on ownership to a screenplay property through a Library of Congress Copyright only incumbant upon one party to action?

3) If defense fails to provide proof of their Library of Congress Copyright on the written word attached to complaint and claim, do they still have the right to ownership of story?

4) When a (written) property isn't destroyed: as per agreement; through licensee, does a breach of trust exist when said property is transferred to another party instead?

5) If there is no Library of Congress Copyright for story in question, does a registration and license (where statute has run) through a defaulted Writers Guild of America, hold more validity over no proof of written ownership by defense?

6) Is oral argument necessary, when proof of ownership for story in contention can be validated with a copy of a Library of Congress Copyright on written word related to story?

7) Could higher Court action have been averted with defense complying with a Court approved subpoena for their Library of Congress Copyright?

PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS BELOW

For cases from **federal courts:**

The opinion of the United States court of appeals appears at Appendix A to the petition and is unpublished.

The opinion of the United States district court appears at Appendix 3 to the petition and is unpublished.

JURISDICTION

The date on which the United States Court of Appeals decided my case was In part – June 28, 2000. – RE: Warner Brothers In part – July 31, 2000 – RE: Writ of certiorari

The jurisdiction of this Court is invoked under 28 U.S.C. § 1254(1).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

1) Writers Guild of America is in default and has not been ruled on for damages and/or awards from the lower courts.

2) Defendants/Appellees have yet to prove ownership for said story in written word, through a Library of Congress Copyright of their own.

3) If there is no valid Library of Congress Copyright for written material in question, does a Writers Guild of America registration and license hold value for proof of original ownership, even if the statute of limitations has run out?

U.S. Const. amend. XIV.

STATEMENT OF THE CASE

The Writers Guild of America is in default and there was no ruling on damages and/or awards from the lower Courts.

Appellant wrote and registered an original written property based upon recurring characters in an existent novel that has been sequalized by MCA/Universal City Studios; of which, propounding party was then employed. Defense has failed to prove through Library of Congress Copyright, that the story in question is rightfully theirs by proof of ownership in written word.

A Court approved subpoena was issued defense for a copy of their Library of Congress Copyright, which wasn't honored or answered.

This case comes before this court for a decision on an existent default, as well as proof of ownership on an original story created off written word.

REASONS FOR GRANTING THE PETITION

The Writers Guild of America is in default, and damages and awards on complaint and claim haven't been ruled on at the lower Court levels. This action relates to a breach of trust between parties where an agreement was dishonored.

Defense has failed to provide valid proof of ownership on the written word attached to story in a Library of Congress Copyright – which, they demanded of Plaintiff. In fairness, the same must be asked of Appellees, for proof related to originality attached to their protected story in written word.

The Writers Guild of America is in default and unruled on where damages and awards are concerned.

There has never been a denial to misappropriation of property, and/or breach of trust by any party attached to case.

Defense has failed to provide evidence in regards to ownership on the written word related to specific story in question.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

Richard William Turner

Date: 9-26-2000

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

RICHARD WILLIAM TURNER, Plaintiff-Appellant, v. WARNER BROTHERS STUDIO, a subdivision of Time-Life Corporation; et al., Defendants-Appellees.	No. 00-55295 DC# CV-99-8406-LGB Central California ORDER (Filed Jun. 28, 2000)

Before: FERGUSON, RYMER and HAWKINS, Circuit Judges

Appellees' unopposed motion filed on April 26, 2000, is granted in part and denied in part as follows. Because a review of the record and the briefs indicates that the questions raised in this appeal are so insubstantial as not to require further argument, appellees' motion for summary affirmance is granted. *See United States v. Hooton*, 693 F.2d 857, 858 (9th Cir. 1982) (per curiam). Appellees' motion for sanctions is denied.

AFFIRMED.

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

RICHARD WILLIAM TURNER, Plaintiff-Appellant, v. WARNER BROTHERS STUDIO, a subdivision of Time-Life Corporation; et al., Defendants-Appellees.	No. 00-55295 DC# CV-99-8406-MLH Central California ORDER (Filed Jul. 31, 2000)

Before: Peter L. Shaw, Appellate Commissioner

On June 28, 2000, this court summarily affirmed the district court's judgment because the questions raised in this appeal are so insubstantial as not to require further argument. The court has received and reviewed appellant's letters dated July 1 and 16, 2000. The court declines to comment on the merits of this appeal, or to respond to appellant's questions concerning appellee The Writers Guild of America. To the extent appellant seeks review in the Untied States Supreme Court, appellant must file a petition for writ of certiorari in that court.

/s/ Peter L. Shaw
General Order 6.3(e)

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Richard William Turner PLAINTIFF(S), v. Warner Brothers Studio et al. DEFENDANT(S).	CASE NUMBER CV 99-8406 LGB DEFAULT BY CLERK F.R.Civ.P. 55(a) (Filed Dec. 16, 1999)

It appearing from the records in the above-entitled action that summons has been served upon the defendant(s) named below, and it further appearing from the affidavit of counsel for Plaintiff, and other evidence as required by F.R.Civ.P. 55(a) and Local Rule 14.10, that each of the below defendants have failed to plead or otherwise defend in said action as directed in said Summons and as provided in the Federal Rules of Civil Procedure:

Now, therefore, on request of counsel, the DEFAULT of each of the following named defendant(s) is hereby entered:

agnst dft Writers Guild of America Inc

CLERK, U. S. DISTRICT COURT

Dated: January 3, 2000

By TRINA WASHINGTON
Deputy Clerk

Issued by the
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Richard William Turner V. Warner Brothers Studio	**SUBPOENA IN A CIVIL CASE** CASE NUMBER:[1] CV-99-08406 LGB (Mcx)

TO: Warner Bros. Studio Inc:
Quinn Emanuel Urquhart Oliver & Hedges, LLP
865 South Figueroa Street, 10th Floor
Los Angeles, California 90017

[ ] YOU ARE COMMANDED to appear in the United States District Court at the place, date and time specified below to testify in the above case.

PLACE OF TESTIMONY — COURTROOM

DATE AND TIME

[ ] YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION — DATE AND TIME

[X] YOU ARE COMMANDED to produce and permit inspection and copying of the following documents

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[1] If action is pending in district other than district of issuance, state district under case number.

or objects at the place, date, and time specified below (list documents or objects):

Library Of Congress Copyright for DEEP BLUE SEA
One Copy of the screenplay, DEEP BLUE SEA
One Copy of the 1/2 inch home video DEEP BLUE SEA

PLACE Richard William Turner
522 N. Flores St. #3
Los Angeles, California 90048

DATE AND TIME
Jan. 15, 2000

[ ] YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure. 30(b)(6).

ISSUING OFFICER SIGNATURE AND TITLE
(INDICATE IF ATTORNEY FOR PLAINTIFF
OR DEFENDANT)
SHERRI R. CARTER, CLERK

DATE DEC 10 1999

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER
/s/ Illegible DEPUTY CLERK

[illegible] N. SPRING ST.
LOS ANGELES CA 90012

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on Reverse)

BY: RICHARD WILLIAM TURNER

ADDRESS: 542 N. FLORES ST.
LA, CA 90048

TITLE: JAWS V
(MP SYNOPSIS)

[SEAL]

Charges for services in registering above titled manuscript in accordance with the provisions printed on the back hereof.

No. 399661

DATE NOV. 18 **1988**
REC'D. $ 10.00

REG. BY:_____
AFFILIATION:_____

WRITERS GUILD OF AMERICA, WEST, INC.
8955 BEVERLY BOULEVARD
WEST HOLLYWOOD, CALIFORNIA 90048
PHONE (213) 550-1000

By /s/ Blanche Baker

Duration: You hereby authorize the Guild to destroy the manuscript without notice to you on the expiration of five years from the date hereof. You may however renew the registration for an additional five years if before the expiration of the first five year period you pay the then applicable renewal fee and get a written receipt therefor. Fee should accompany request for renewal.

Withdrawal: At least 48 hours notice of intended withdrawal must be given to the Guild: If the manuscript is on micro-film, a per page charge at then current rates will be made at time of withdrawal.

Authority To Request Withdrawal: The manuscript will be given up only on your signature. Be sure the name under which you register is your legal name. The Guild is not bound to surrender a manuscript registered under a pseudonym without proof of identify. If the registration is in the names of more than one person, the written consent of all is required to authorize withdrawal. In case a registrant is deceased, proof of death and the consent of his representative or heirs must be presented.

Safekeeping: Registration is a service. Its purpose is to assist writers in establishing the completion date and the identity of literary property. The Guild assumes that you have retained, and you acknowledge that you have retained, a copy of this manuscript. Although the Guild will exercise reasonable care to protect the manuscript and the record of registration, it undertakes no responsibility for loss or destruction of the manuscript or of the registration records. In the event the manuscript is destroyed or damaged or lost, by reason of the Guild's failure to exercise reasonable care or by reason of any other cause whatsoever, it is agreed that the liquidated damages for the loss of the manuscript is and shall be $10.00.